

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.14
(ID # 11947)**

MEETING DATE:
Tuesday, March 10, 2020

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Approve the Standard Agreement with the California Department of Education Summer Food Service Program and the Riverside County Department of Environmental Health for Health and Safety Inspections. All Districts. [\$16,926 - State Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement CN190349 with the California Department of Education, Summer Food Service Program and the Riverside County Department of Environmental Health for the period of June 15, 2020 through September 14, 2020;
2. Authorize the Director of Environmental Health to execute the Agreement on behalf of the County; and
3. Authorize the Director of Environmental Health to execute the Federal Requirement and Federal Assurances Certifications on behalf of the County.

ACTION:Policy

Keith Jones

Keith Jones, Director Environmental Health 2/19/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 10, 2020
xc: Env. Health

Kecia R. Harper
Clerk of the Board
By: *[Signature]*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 16,926	\$ 16,926	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: State reimbursement, 100%			Budget Adjustment: No	
			For Fiscal Year: 19/20- 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Summer Food Service Program (SFSP) is an annual State funded program to feed children during the months of June through September. The California Department of Education contracts with the Department of Environmental Health to administer health and safety inspections. The Department of Environmental Health will inspect and provide reports to the SFSP sponsors and the California Department of Education. (Agreement and Scope of Work Attached).

Impact on Residents and Businesses

The Department of Environmental Health is responsible for maintaining public safety; these services will help to ensure safe food handling and prevent illness to those utilizing the services.

Additional Fiscal Information

The services provided by the County through this agreement, effective through September 14, 2020, will be billed to and paid by the California Department of Education.

Contract History and Price Reasonableness

This contract is entered into annually.

ATTACHMENTS:

California Department of Education - Agreement Number CN190349


 Jason Farin, Senior Management Analyst 3/3/2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER
CN190349

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Education

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

CONTRACTOR NAME

Riverside County Department of Environmental Health

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

2. The term of this Agreement is:

START DATE

6/15/2020

THROUGH END DATE

9/14/2020

3. The maximum amount of this Agreement is:

\$16,926.00

Sixteen Thousand, Nine Hundred Twenty Six Dollars and Zero Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions - GTC 04/2017	0
Exhibit D	Special Terms and Conditions	2
Exhibit E	Additional Provisions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Department of Environmental Health

CONTRACTOR BUSINESS ADDRESS

4065 County Circle Drive Rm 303

CITY

Riverside

STATE

CA

ZIP

92503


PRINTED NAME OF PERSON SIGNING

Dottie Ellis-Merck

TITLE

Deputy Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

2/26/2020

FORM APPROVED COUNTY COUNSEL

BY: 467
ERIC STOPHER

2/11/20
DATE

MAR 10 2020 3:14

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

CN190349

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Education

CONTRACTING AGENCY ADDRESS

1430 N Street, Suite 2213

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Leisa Maestretti

TITLE

Director, Fiscal & Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

I. GENERAL SCOPE:

The Contractor will provide on-site health and sanitation inspections of the food service operations for the Summer Food Service Program (SFSP) located within its jurisdiction. These inspections will be conducted in accordance with state and local environmental health standards.

II. CONTRACT MONITORS:

The CDE assigns **Barbara Hedges**, bhedges@cde.ca.gov, (916) 327-6071 as the State Contract Monitor to oversee this project. Said State Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

The Contractor assigns **Dottie Ellis-Merki**, dellisme@rivco.org, (951) 358-6611 as the Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this agreement without a formal contract amendment.

III. PROJECT DESCRIPTION:

The Contractor will:

- Confirm operating dates and meal times with the sponsor or site contact before visiting the sites.
- Confirm SFSP site approval with the California Department of Education (CDE) Summer Meal Service Sites web page at <https://www.cde.ca.gov/ds/sh/sn/summersites.asp>, ensuring to filter out Seamless Summer Option (SSO) sites and SFSP sites located in schools that participate in the National School Lunch Program (NSLP) or School Breakfast program (SBP) and that are in compliance with NSLP or SBP inspection requirements as they are not required to obtain an additional inspection.
- Physically visit food preparation facilities and SFSP sites, where meals are delivered and eaten, during a meal service.
- Observe for safe and sanitary food handling techniques as well as proper storage of food.
- Test equipment used in the transporting and delivery of meals for temperature and damage control.

RIVERSIDE COUNTY DEPARTMENT
OF ENVIRONMENTAL HEALTH
CDE Agreement # CN190349

- Provide complete and legibly written inspection reports to the SFSP program sponsors and to the CDE Contract Monitor by mail along with invoice.
- Furnish all labor and materials necessary to perform the inspection services.

The CDE will:

- Direct each sponsor participating in the SFSP to notify its respective health department of the agency's participation in the program, by letter. This letter must include the site location, dates of meal service, and meal service times. The sponsor is also required to notify the local health department of any changes.

IV. REPORT:

The Contractor will submit to the CDE Contract Monitor for review, copies of all reports generated as a result of the contractor's inspections by mail along with invoice(s).

The Contractor will keep on file all reports for three years following the conclusion of the contract.

The Contractor will submit to the CDE Contract Monitor a list of all agencies inspected during the contract period and identify which inspections are being billed.

V. INVOICING:

The Contractor will provide a total of up to 91 inspections for a total amount not to exceed \$16,926.00 nor to exceed the amounts specified in each time period identified on Exhibit B Budget Detail. No amount can be moved from one fiscal year to another.

The Contractor will submit all invoices and reports by mail to the CDE Contract Monitor no later than September 14, 2020. Invoices received by the CDE Contract Monitor after September 14, 2020, may not be paid.

The Contractor will not be reimbursed for sites not in service, incomplete inspections, and SSO site inspections.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Invoices shall include the **Agreement Number CN190349** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Nutrition Services Division
1430 N Street, Suite 4503
Sacramento, CA 95814
Attention: Barbara Hedges

II. PAYMENT:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

III. BUDGET CONTINGENCY CLAUSE (Rev. 9/12):

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds.

RIVERSIDE COUNTY DEPARTMENT
OF ENVIRONMENTAL HEALTH
CDE Agreement # CN190349

EXHIBIT B

BUDGET DETAIL

Riverside County Department of Environmental Health

Contractor will provide up to 91 inspections not to exceed the total budget amounts below. No amount can be moved from one fiscal year to another.

Inspections to be conducted: **June 15, 2020–June 30, 2020**

Type of Site	Fee Per Site Inspection
Vended Feeding Sites	\$186.00
On-site Preparation Sites	\$186.00
Meal Preparation Facilities	\$186.00

Maximum Amount Allocated for Fiscal Year 2019–20: \$8,184.00

Inspections to be conducted: **July 1, 2020–September 14, 2020**

Type of Site	Fee Per Site Inspection
Vended Feeding Sites	\$186.00
On-site Preparation Sites	\$186.00
Meal Preparation Facilities	\$186.00

Maximum Amount Allocated for Fiscal Year 2020–21: \$8,742.00

*Contract total not to exceed: \$16,926.00

EXHIBIT D

SPECIAL TERMS & CONDITIONS

I. RESOLUTION OF DISPUTES:

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor's claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. The Contractor shall continue with the responsibilities under this Agreement during any dispute.

II. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

III. ICT ACCESSIBILITY REQUIREMENTS (05/2018):

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 11135 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal

RIVERSIDE COUNTY DEPARTMENT
OF ENVIRONMENTAL HEALTH
CDE Agreement # CN190349

accessibility requirements, including: (i) the California Department of Education's (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE's Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE's Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.

- B. The definition of "Information and Communications Technology" or "ICT" includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

EXHIBIT E

ADDITIONAL PROVISIONS

I. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE:

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

II. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT:

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The CDE has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200.



**CALIFORNIA DEPARTMENT
OF EDUCATION**

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

TONY THURMOND
STATE SUPERINTENDENT OF
PUBLIC INSTRUCTION

January 27, 2020

Dottie Ellis-Merki, Deputy Director
Riverside County Department of Environmental Health
4065 County Circle Drive Rm 303
Riverside, CA 92503

Subject: CN190349

Dear Dottie Ellis-Merki:

Please complete the following checked item(s) and return for further processing to:

**Contracts, Purchasing and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

Please note the General Terms and Conditions for Standard Agreements (GTC) are available on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language> However, if you do not have Internet capabilities, you may request a hard copy by contacting the office listed above.

- X STD 213 Standard Agreement with attached exhibits. Sign the first page of the Standard Agreement package (STD 213) and the additional three single STD 213s. All STD 213s must be single-sided and signed with blue ink.
- Initial with blue ink where stamped on all single-sided copies.
- X Complete and sign the Federal Requirement/Federal Assurances Certifications.
- Complete and sign the Darfur Act Certification.
- CO-005, California Civil Rights Law Certification. Please sign and return this form. Failure to do so will prohibit the State of California from doing business with your company.
- Provide one copy of the board resolution/**certified** board minutes or excerpt of board minutes authorizing person to sign in your behalf approving the agreement.

RECEIVED RIVERSIDE COUNTY
CLERK / BOARD OF SUPERVISORS

2020 FEB 26 PM 2:17

_____ Provide a copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insureds.

_____ STD CCC 04/2017, Contractor Certification Clauses. Please sign and return page one. Failure to do so will prohibit the State of California from doing business with your company.

_____ STD 204, Payee Data Record. No payment can be made unless this form is completed and returned.

_____ The attached Agreement is signed on behalf of the California Department of Education (CDE). Continue processing and when approved, return the original to this office.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, **please contact the California Department of Education, Contracts, Purchasing and Conference Services, at (916) 322-3050.**

Sincerely,



Jaymi Brown, Manager
Contracts, Purchasing, and Conference Services

JB:mc
Attachment(s)